

STATE OF NORTH DAKOTA



***Information Technology Department  
Telecommunications Division  
600 E Boulevard Ave, Dept 112  
Bismarck, ND 58505-0100***



Request For Proposal (RFP)

RFP Title: *Wireless Data and Voice Services*

RFP Number: 112-0504

Date of Issue: ***August 19, 2005***

Purpose of RFP: To solicit competitive proposals for replacing current voice services and to expand the services contract into high speed and low speed data as well.

Offerors are not required to return this form.

**Procurement Officer: *Brandy Peterson***

## **TABLE OF CONTENTS**

### **SECTION ONE**

#### **Introduction and Instructions**

- 1.01 Purpose of the RFP
- 1.02 Contact Person, Telephone, Fax Numbers and E-mail
- 1.03 RFP Schedule of Events
- 1.04 Return Mailing Address and Deadline for Receipt of Proposals
- 1.05 Assistance to Offerors with a Disability
- 1.06 Deadline for Receipt of Questions and Objections
- 1.07 Approved Vendor Registration Requirements
- 1.08 Amendments to the RFP
- 1.09 News Releases
- 1.10 Notice Provided
- 1.11 Letter of Interest

### **SECTION TWO**

#### **Background Information**

- 2.01 Background Information
- 2.02 Current Expenditures

### **SECTION THREE**

#### **Scope of Work**

- 3.01 Introduction
- 3.02 Definitions
- 3.03 Information Technology Solution
- 3.04 Product Support and Customer Service Requirements
- 3.05 Prior Experience
- 3.06 Federal Requirements
- 3.07 Training Plan
- 3.08 Online Catalog

### **SECTION FOUR**

#### **General Contract Information**

- 4.01 Contract Term, Extension and Renewal Options
- 4.02 Contract Type
- 4.03 Sample Terms and Conditions
- 4.04 Proposal as a Part of the Contract
- 4.05 Additional Terms and Conditions
- 4.06 Supplemental Terms and Conditions
- 4.07 Contract Approval
- 4.08 Indemnification and Insurance Requirements
- 4.09 Taxes and Taxpayer Tax Identification
- 4.10 Purchasing Cards
- 4.11 Contract Funding
- 4.12 Payment Terms
- 4.13 Contract Personnel
- 4.14 Right to Inspect Place of Business
- 4.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables
- 4.16 Termination for Default
- 4.17 Open Records Law - Confidentiality

- 4.18 Work Product, Equipment, and Material
- 4.19 Independent Entity
- 4.20 Assignment
- 4.21 Disputes - Applicable Law and Venue
- 4.22 Informal Debriefing

## **SECTION FIVE**

### **Evaluation Criteria and Contractor Selection**

- 5.01 Information Technology Solution
- 5.02 Product Support and Customer Service
- 5.03 Experience, Qualifications, and Financial Strength
- 5.04 Contract Cost
- 5.05 Oral Presentations

## **SECTION SIX**

### **Proposal Format and Content**

- 6.01 Proposal Format and Content
- 6.02 Introduction
- 6.03 Information Technology Solution
- 6.04 Product Support and Customer Service
- 6.05 Experience and Qualifications
- 6.06 Financial Requirements
- 6.07 Cost Proposal
- 6.08 Required Enclosures

## **SECTION SEVEN**

### **Standard Proposal Information**

- 7.01 Authorized Signature
- 7.02 State Not Responsible for Preparation Costs
- 7.03 Conflict of Interest
- 7.04 Offeror's Certification
- 7.05 Offer Held Firm
- 7.06 Amendments to Proposals and Withdrawal of Proposals
- 7.07 Alternate Proposals
- 7.08 Subcontractors
- 7.09 Joint Ventures
- 7.10 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws
- 7.11 Evaluation of Proposal
- 7.12 Right of Rejection
- 7.13 Clarification of Offers
- 7.14 Discussion and Best and Final Offers
- 7.15 Preference Laws
- 7.16 Contract Negotiation
- 7.17 Failure to Negotiate
- 7.18 Notice of Intent to Award – Offeror Notification of Selection
- 7.19 Protest and Appeal

## **SECTION EIGHT**

### **Attachments**

#### 8.01 Attachments

1. Evaluation Summary
2. Sample Terms and Conditions
3. Notice of Intent to Award
4. Sample Checklist
5. Tower Site List

## **SECTION ONE INTRODUCTION AND INSTRUCTIONS**

### **1.01**

#### **Purpose of the RFP**

This Request for Proposal (RFP) is issued by the Information Technology Department (ITD) of the State of North Dakota (hereinafter referred to as the State), and is for Wireless Data, Voice, and related accessories. The purpose of this Request for Proposals (RFP) is to establish contracts with qualified vendors to supply wireless communication devices and services. The resulting contracts from this RFP will provide anytime/anywhere wireless services to the State, high-end users at the eleven university campus locations, and their immediate communities, as well as to users in rural and small communities alike.

The State desires to be a driving force for the development of high speed wireless data services within North Dakota. The State anticipates that the incentives discussed in Section 3.03 will sufficiently motivate the Offeror to bring commercial high speed wireless data to North Dakota.

This Request for Proposal will result in the award of an exclusive State Term Contract that will also be made available to entities authorized to participate in cooperative purchasing with the State under North Dakota Century Code 54-44.4-13, including institutions under the jurisdiction of the State Board of Higher Education, K-12 schools, and local government entities.

Universities and Colleges, K-12, and local government may purchase directly off of the contract and will not go through the State to do so. If educational discounts apply they should be identified and noted as such.

It is expected that the purchasing departments of Universities and Colleges shall allow purchases from the chosen or preferred vendor without solicitations requiring bids from other vendors. The chosen vendor will be the preferred vendor for Universities and Colleges, not the sole vendor.

The Universities and Colleges are members of various consortiums and may choose to take advantage of lower costs when purchasing through another vendor as a member of the consortium. The Universities and Colleges would purchase through the preferred vendor if it chooses to match the price available through the various consortiums.

K-12 and local government can elect to purchase inside or outside of any negotiated contract that is a result of this RFP at their sole discretion.

### **1.02**

#### **Contact Person, Telephone, Fax, E-mail**

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state Bidders list.

PROCUREMENT OFFICER: Brandy Peterson  
PHONE: 701-328-1002  
FAX: 701-328-3000  
TTY Users call: 1-800-366-6888  
E-MAIL: blpeterson@state.nd.us

### **1.03**

#### **RFP Schedule of Events**

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: **19 August 2005**
- Letters of Interest are due: **26 August 2005**
- Deadline for receipt of questions and objections related to the RFP: **6 September 2005**
- Deadline for answers to questions and objections related to RFP: **12 September 2005**
- Proposals due: **21 October 2005**
- State issues Notice of Intent to Award a Contract approximately: **7 November 2005**
- State issues contract approximately: **30 November 2005**
- Contract start date: **30 November 2005**
- Voice Service start date: **1 December 2006**
- Data Service start date: **On Contract Signing**

### **1.04**

#### **Return Mailing Address and Deadline for Receipt of Proposals**

Offerors must submit one (1) original (marked 'Original') and nine (9) copies of the proposal in a sealed envelope or package.

Offerors must submit an electronic copy of their proposal on a removable storage device such as a CD-ROM.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

**North Dakota Information Technology Department**  
**Telecommunications Division**  
**Attn: Brandy Peterson**  
Request for Proposal (RFP): **State of North Dakota Wireless Services**  
RFP Number: **112-0504**  
**1615 Capitol Way, Suite 201**  
**Bismarck, ND 58501**

Proposals must be received by the purchasing agency at the location specified no later than **2:00 P.M., CENTRAL**, Time on **21 October 2005**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

**1.05**

**Assistance to Offerors with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

**1.06**

**Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing submitted to the email address of the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of the Offerors' proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications is considered unofficial and non-binding on the State. The Offeror must confirm telephone conversations in writing.

## **1.07**

### **Approved Vendor Registration Requirements**

#### **VENDORS MUST BE APPROVED BEFORE CONTRACT AWARD**

Proposals will be accepted from vendors that are not currently approved vendors on the State's Offerors list; however, the successful Offeror must register and become approved within **45 CALENDAR DAYS** from the date of the Notice of Intent to Award. If an Offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

To become an approved vendor, Offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Offerors List Application to the North Dakota Vendor Registry Office. Prospective Offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the Bidders list. The Bidders list that will be used for this solicitation is commodity code **915-75**.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.htm>. Contact the Vendor Registry Office at 701-328-2773 or [infospo@state.nd.us](mailto:infospo@state.nd.us) for assistance.

## **1.08**

### **Amendments to the RFP**

If an amendment to this RFP is issued, it will be provided to all Offerors that submitted a Letter of Interest (see Section 1.12). Amendments will also be posted on the website: <http://www.STAGEnet.nd.gov/current-projects/infrastructure/>

## **1.09**

### **News Releases**

News releases related to this RFP will not be made without prior approval of the procurement officer.

## **1.10**

### **Notice Provided**

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09.

The Request for Proposal and any amendments to the RFP will be posted on the following website: <http://www.STAGEnet.nd.gov/current-projects/infrastructure/>

## **1.11**

### **Letter of Interest**

Vendors interested in receiving any notices related to this RFP are required to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest does not require submittal of a proposal to this RFP. The State must receive the letters of interest by the State by August 26.



## **SECTION TWO BACKGROUND INFORMATION**

### **2.01**

#### **Background Information**

At this time minimal wireless broadband data exists in North Dakota. The State has users that are expressing the desire for wireless broadband data and seeks a solution for those users as a result of this RFP. The State desires to expand the State's wireless telecommunications capabilities to include high-speed wireless broadband data access to the major centers in the state while providing network access with anytime/anywhere connectivity statewide.

The publicly announced data deployment plans of cellular providers in North Dakota will not bring the benefit of high speed wireless data services (as described in Section 3.03) to the State or the public for several years. However, state government agencies and university users are in need of wireless data services in order to conduct their business and those needs are not addressed under the current cellular contract.

The State understands that the Offeror will need to phase in coverage over time. The major metropolitan areas as stated in Section 3.03 A should receive the benefits of this service first.

The State anticipates that the incentives discussed in Section 3.03 will sufficiently motivate the Offeror to bring commercial high speed data to North Dakota at this time.

The current cellular contract represents approximately 2300 wireless voice users. The State desires improved coverage and simplified billing arrangement for the voice plan, as discussed in this RFP.

Authorized contract users will include State, local government, K-12 schools, Universities & Colleges, and Public libraries.

### **2.02**

#### **Current Expenditures**

The current expenditures listed below are for voice services included in this RFP and are intended to give the Offeror an estimate of the magnitude of a potential contract that may result. The cost data was taken from the month of April 2005 and represents a sample month. The data includes all users utilizing the current cellular contract. The estimated total number of users is 2271 and the current monthly estimated cost is \$55,983 which includes all the additional fees above and beyond the base cost. The current minutes of usage during that same time period was estimated as approximately 500,000.

## **SECTION THREE SCOPE OF WORK**

### **3.01 Introduction**

The intent is to solicit proposals from FCC licensed wireless service providers in the State of North Dakota for wireless access services including, but not limited to cellular data, cellular voice, and other IP wireless services. The State expects such infrastructures(s) to provide broadband data transmission with VPN support and/or capabilities that could provide service for applications such as, but not limited to, video, voice, messaging, internet access, and other related wireless communications services. The State desires a plan which would provide maximum geographic coverage throughout the state.

The State of North Dakota encourages partnerships or consortia with intentions of providing a statewide enterprise solution.

Contracts will be required to offer warranty and maintenance services either bundled or provided separately from any equipment contract(s). Optionally, Offerors may provide training or technical support services.

### **3.02 Definitions**

The following terms used herein shall have the following meanings:

- a) **"Backbone"** shall mean the independent facilities being requested in this RFP for the sole purpose of transmitting information for the end-users of the STAGENet infrastructure.
- b) **"Backbone node"** shall mean the physical site where wavelengths connect to State-owned equipment. This location can either be co-located at Offeror facilities or established meet point.
- c) **"BES"** shall mean Blackberry Exchange Service.
- d) **"BRS"** stands for Broadband Radio Service: New descriptor for the MDS band per FCC release June 10, 2004.
- e) **"Contract start date"** shall mean the date the contract is signed by both parties.
- f) **"EvDO"** stands for Evolution Data Only and is a cellular protocol.
- g) **"FCC"** shall mean Federal Communications Commission.
- h) **"Internet Access"** shall mean the connectivity to Internet 1 (Worldwide web, public Internet).
- i) **"HSDPA"** stands for High-Speed Downlink Packet Access and is a cellular protocol.
- j) **"IP"** shall mean internet protocol.
- k) **"ISM"** stands for Instructional, Scientific and Medical: A series of license-exempt bands, of primary interest is 5725-5850 MHz which overlaps the UNII band. WiFi devices use the 2.4 GHz ISM bands in addition to the 5 GHz UNII band.
- l) **"ITFS"** shall mean Instructional Television Fixed Service.
- m) **"LAN"** stands for Local Area Network: WiFi, based on IEEE 802.11 is a wireless LAN Technology.
- n) **"LOS"** stands for Line of Sight: Both ends of a wireless link are in visual sight of one another.
- o) **"Maintenance"** shall mean the support of the network and or services that have been

- awarded.
- p) **"MAN"** stands for Metropolitan Area Network: WiMAX, based on IEEE 802.16 is a wireless MAN technology.
  - q) **"MDS"** stands for Multipoint Distribution Service: In conjunction with the ITFS band this frequency band covers 2495 to 2690 MHz in the U.S.
  - r) **"NAPs"** stands for Network Access Points: In this document this would refer to the backbone locations where a connection from the Offeror's network may terminate data traffic.
  - s) **"Network Access"** shall mean the end-point connectivity for STAGENet remote sites connecting to the Backbone.
  - t) **"Offeror"** shall mean anyone who submits a proposal in response to this RFP.
  - u) **"QoS"** shall mean quality of service queuing, allowing for the prioritizing of traffic.
  - v) **"Service start date"** shall mean the date when 100% of the in scope sites are migrated to Offeror network.
  - w) **"SLA"** stands for Service Level Agreement. In this document this would refer to any agreement regarding the performance levels for the wireless network.
  - x) **"STAGENet"** shall mean the shared enterprise infrastructure called Statewide Technology Access for Government and Education Network.
  - y) **"VPN"** stands for Virtual Private Network: a network that is constructed by using public internet access to connect locations or devices together that has certain security measures that prevent others from being able to have access to the network.
  - z) **"1X"** shall mean low speed data service.

### 3.03

#### Information Technology Solution

The State's desire is that this RFP would serve as a key driver to the development of advanced wireless data services within the state of North Dakota. The desired next generation wireless solution would provide broadband bandwidth, VPN capability and statewide coverage for numerous services to the many different types of devices in the field, regardless of time or location. The State envisions STAGENet 2006 to have the ability to offer increased statewide wireless capabilities for a larger constituency by leveraging existing tower and building infrastructures currently owned by the Department of Transportation, as well as approximately 2300 cellular phones currently under voice contract until December 2006. The cellular data portion of any contract that is a result of this RFP will begin on contract signing.

During the life of this contract the awarded Offeror must provide updated price lists at the request of the State.

#### Incentives and Opportunities

The State is offering the following incentives and opportunities:

#### Voice Service

The State is under current contract for cellular voice services until December of 2006. In an effort to encourage cellular data deployment throughout North Dakota the State is proposing that any acceptable data solution be combined with the Offeror's proposed cellular voice solution.

## State Radio Tower Co-Location

The State is very interested in improving the coverage for all wireless services within North Dakota. The State is willing to offer co-location to a combined total of approximately 40 towers and building infrastructures currently owned by the Department of Transportation if this will significantly improve the deployment of high speed data services (as defined below). (All plans should include existing coverage maps and detailed time line and coverage maps for the next three years). Increased coverage as a result of co-location on State towers must be notated as such and should be shown in a distinctive color. See Attachment 5 for State tower locations.

## Interconnect(s)

The State is willing to allow the Offeror to connect directly to the STAGEnet 2006 high speed backbone to provide connectivity for the data services described below. The configuration and location of network access points (NAPs) will be determined by the outcome of the [Transport RFP 112-0502 and the Equipment RFP 112-0503](#). Any interconnection arrangements for such data communications would be limited to use by the following STAGEnet members and not available for commercial use:

- State Government
- Colleges and Universities
- Local Government
- K-12 Education
- Libraries

## CELLUAR SERVICES

Cellular data services will not be awarded separately, or apart, from cellular voice services. However, in the event any proposed cellular data plan is non-negotiable, a contract for cellular voice services may be awarded without a cellular data services. The State intends to award all the cellular services to the same company. Only if the State receives compelling proposals in response to “**Other Statewide Wireless Service**” category bids (as identified in Section C) would the State consider awarding voice and data separately.

### **A. DATA SOLUTION**

The State of North Dakota is seeking a statewide cellular data solution that's capable of providing its user's both high and low speed options. The highspeed data service would be transfer rates that exceed download data rates of 300 Kbps and upload rate of 50 Kbps. Low speed data means download transfer rates that are below 150 Kbps. The Offeror must describe in detail the data rates supported upstream and downstream and any specialized equipment that would be required on the State's part to receive the data stream. The State also desires a solution which extends connectivity and services for employees traveling out of state on business. The Offerors must present unlimited usage plans for the low and high speed data offerings. Features that must be in the low speed plan:

- Electronic billing
- Unlimited usage
- No roaming charges

Features that must be in the highspeed plan:

- Email using push technology
- Calendar synchronization
- Ability to view attachments
- Document access
- Web mail Interface
- Personal contact access
- Access to State phone directory
- Electronic billing
- Unlimited usage
- No roaming charges

The following cellular services and technologies are solutions which various departments throughout state government are currently expressing an interest in and/or have an existing need for:

- 1X (low speed solution)
- EVDO or HSDPA (high speed solution)
- BES

The State currently has plans to deploy a BES server for its needs. The Offeror should describe any assistance that they are willing give in that process and how the Offeror's service would work in conjunction with the State's system.

Various departments have expressed the need for the following devices:

- Blackberry Handhelds
- Handspring Treo
- Cellular IP access for Laptops (PCMCIA, Other)
- Cellular Data Transmitters for Intelligent Highway

The State desires a solution which would address coverage for the following locations as a "1<sup>st</sup> Phase Deployment Plan" and is desired to be completed by the year's end 2006:

- Bismarck
- Fargo
- Jamestown
- Valley City
- Wahpeton
- Mayville
- Grand Forks
- Devils Lake
- Minot
- Bottineau
- Williston
- Dickinson

Included in these locations are the State's Universities and Colleges. Wireless connectivity for both data and voice within the campus areas has been identified as an important requirement for the academic community and as such it should be included in all plans. The student body represents a significant potential market to consider, however this RPF does not include any services they might purchase.

Any of the above locations not included in the 1<sup>st</sup> phase proposal must be addressed with an explanation of its exclusion and what, if any, subsequent plans are to include the location. The Offeror must also indicate both plans and timelines for additional coverage areas throughout the State and how they would be phased in as a solution. Proposals must include separate North Dakota and nationwide coverage maps and clearly identify areas and/or services not covered by the Offeror's proposed solution(s).

### **Data Accessories**

The Offeror should list any associated accessories and other items that would be of benefit to the State and describe the function and value to the State.

## **B. VOICE SOLUTION**

The State requires the Offerors to present a flat rate (unlimited usage) based plan, a bulk rate plan, and traditional plan. The State prefers the flat rate plan but will choose the plan(s) that is in the best interest of the State. The State intends to place acceptable usage guide lines internally that will restrict the usage of the service outside of State's needs. The Offeror that receives the award will be required to port over the current cellular phone numbers from all participants. The Offeror should describe the process and migration schedule that would be employed to accomplish porting of the current phone numbers.

### **General Requirements:**

The State expects that the initial cost of the phones under the voice plan will be substantially or fully absorbed by the Offeror. The Offeror must describe the details of continued support and delivery of phones and accessories.

All proposals should include the existing coverage map for North Dakota, detailed time line, and planned coverage maps for the next three years. The Offeror must also include the current nation wide coverage map.

The Offeror should list any associated accessories and other items that would be of benefit to the State and describe the function and value to the State.

### **General Billing Requirements:**

The State seeks an efficient, billing process. The State requires invoicing to each account, each month, at no additional charge to the State. The billing format will be reviewed and approved by the contract administrator previous to the final contract agreement. Offeror must thoroughly describe their ability or commitment to accept and process purchase orders electronically as well as online payment via purchase card. The ability to provide electronic funds transfer and/or a seamless electronic interface to state accounting systems should be thoroughly described.

The Offeror must provide specific details about the billing information to be provided under the Flat Rate, Bulk Rate, and Traditional Plan(s). The Offeror is to identify any costs or investments in technology the State or higher education must consider to provide appropriate billing details to its agencies and programs under each of the plans.

The Offeror must produce, at no extra cost, electronic call detail by device upon request within a thirty (30) day period. The Offeror must retain records of all call detail for a sixty (60) day period.

### **Flat Rate Plan**

Under the Flat Rate Plan one rate would be charged for access to voice services. Monthly bill detail of devices by agency would be provided electronically to the State and higher education by the Offeror, and the State and higher education would administer detailed billing to the individual users.

Features that must be included:

- Voice mail
- Caller ID
- 3 Way calling
- Directory services
- Call forwarding
- Unlimited long distance (within the US)
- Unlimited usage
- No roaming charges
- Unlimited text messaging

### **Flat Rate Plan Billing:**

Under the flat rate plan the State requires a billing solution which would include, but not limited to, the following criteria:

- Flat rate charges for each phone/device and owning agency.
- One time charges for devices and accessories.
- Other charges for each phone/device

### **Bulk Minute Plan**

Under the Bulk Rate Plan the State would purchase the wholesale minutes and then develop internal procedures and plans to meet the administrative and billing needs of the departments and higher education. The Offeror is to provide electronic records of usage by device on a monthly basis to the State and higher education.

Desired features:

- Voice mail
- Caller ID
- 3 Way calling

- Directory services
- Call forwarding
- Unlimited long distance (within the US)
- Electronic record of per user usage per month
- No roaming charges
- Unlimited usage for nights and weekends
- Unlimited text messaging

Offerors must describe any additional features that they desire to offer.

### **Bulk Minute Plan Billing:**

Under the Bulk rate plan the State requires a billing solution which would include, but not limited to, the following criteria:

- Total minutes used per phone/device and owning agency
- Total monthly number of minutes used under plan
- Other charges for each phone/device
- One time charges for devices and accessories

### **Traditional Plan**

Traditional Plans include plans with minimum minutes of usage per month per device, with additional cost for overages and unlimited long distance calling with no roaming or overage charges. Under this plan it is the State's desire that pooled minutes be at the highest possible level but no less than by agency level. The Offerors should quote plans as 100, 500, 1000, and 1500 minutes base in the table provided in Section 6.07. Offerors may also quote traditional plans:

Desired features:

- Voice mail
- Caller ID
- 3 Way calling
- Directory services
- Call forwarding
- Unlimited long distance (within the US)
- No roaming charges
- Unlimited usage for nights and weekends
- Unlimited text messaging

Offerors must identify which of these features are provided with the plans, and describe any additional features that they desire to offer.

### **Traditional Plan Billing:**

Under the traditional plan the State requires a billing solution which would include, but not limited to, the following criteria:



- Each agency is billed independently
- Complete call and billing detail for each device/phone
- One time charges for devices and accessories

In section 6.07 the Offeror is directed to specified amounts of usage as a base.

### **C. OTHER STATEWIDE WIRELESS SERVICE (Optional)**

The State is willing to consider other wireless solutions besides cellular to meet the desired wireless connectivity needs of the State. Any Offeror that wishes to propose such a solution must include the same or similar features and all the coverage and time line information as requested for the cellular service above. Potential other wireless services may be based on technology such as:

- WiMax
- WiFi
- 900 MHz
- Other

### ***COMPATIBILITY WITH TECHNOLOGY STANDARDS AND EXISTING TECHNOLOGY***

Offeror must describe the proposed system and component compatibility to existing technologies and any integration related compatibility scenarios with the State's network.

### ***INDUSTRY STANDARDS AND CERTIFICATION***

Offerors must comply with industry standards for the service that is proposed such as but not limited to WiFi 802.11, WiMAX 802.16, EvDO. Offerors must provide a detailed description of the standards utilized.

### ***VALUE ADDED FEATURES***

Offerors are invited to provide any other information that they feel is relevant to this RFP process. For example, would the Offeror provide any additional services at no cost to the State, or assist the State in evaluating its existing needs and future needs.

### **3.04**

#### **Product Support and Customer Service Requirements**

Offeror must describe process for trouble reporting and requesting additional services.

### **SINGLE POINT OF CONTACT**

The Offeror will establish for the State's use a single point of contact (SPOC) plus one authorized alternate to provide direct support for the State's wireless related issues including, but not limited to, order entry, network monitoring, trouble resolution, and billing. The representatives shall be full-time employees of the Offeror. The representatives shall be familiar with all aspects of Cellular Communications and services their representative portion thereof.

Only these representatives will represent the Offeror regarding services for this contract unless otherwise specifically authorized by the contract administrator. Customer service representatives will be assigned to each account by area and shall be familiar with all aspects of the States' requirements and conditions of the contract.

### **Maintenance Procedures**

The Offeror must establish a formal procedure for providing Maintenance service (to be approved by the State) that would include: 24-hour help desk, trouble reporting forms, trouble reporting procedures, toll free telephone numbers for voice and facsimile, e-mail addresses, and escalation procedures. All listed personnel contact information shall include office numbers and email addresses, as well as a 24 hour reach number in case of emergency.

### **Network Performance/Service Level Agreement**

RFP Offerors should anticipate that Service Level Agreements (SLA's) will be required and specified by the State prior to final contract consummation. Offeror's are requested to propose their recommended Service Levels and describe the value to the State. The State suggests the following metrics:

1. Network reliability
2. Dropped call to completed call ratio
3. Tower channel availability (What percent of the towers are experiencing all channels in use at least 5 percent of the time or more?)

In addition, Offerors must detail why they believe that they will be able to meet these Service Levels. This answer should included a description of the network architecture with emphasis given to POP redundancy, diversity plans, escalation procedures and other processes that will ensure the network will meet the required level of performance. Offerors will describe their plans to provide a performance analysis and measurement system as well as plans to establish formal service levels across both the data and voice technologies.

### **Customer Service**

The State seeks a high level of customer service. The proposal will provide a detailed narration of the level of service offered and customer support options available, but not limited to:

- Dedicated customer service contacts
- Equipment orders
- Inquiries
- Billing discrepancies
- Technical services
- The Offerors representatives must live within reasonable traveling distance of the State of North Dakota agencies and Institutions of Higher Education. The representatives must be available for calls on specific problems, should they occur, within a reasonable time.

### **3.05 Prior Experience**

In order for offers to be considered responsive, Offerors must meet the minimum prior experience requirements. Any Offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are that the Offeror must be a reputable and financially stable company with at least three years of experience in the wireless business.

### **3.06**

#### **Federal Requirements**

The Offeror must identify and comply with all known federal requirements that apply to the proposal, the evaluation, or the contract.

### **3.07**

#### **Training Plan**

Users will be trained at no expense to the State. The State seeks a training solution that will provide user competency, which may include on site training, upon request. The Offeror will describe in detail the training for State users. The Offeror is responsible for developing a training plan for State personnel in the use of the equipment and the operation and programming of the cellular phones and system components. The training will be at no additional cost to the State and shall be provided on-site at intervals as deemed appropriate.

### **3.08**

#### **Online Catalog**

The Offeror must set-up and maintain an on-line catalog, approved by the State. The catalog will contain product specifications, configuration aids, service options, and service agreement as well as contact information for order placement.

- ***THE SYSTEM SHALL BE ACCESSIBLE TO ALL PUBLIC AGENCIES WITHIN THE STATE THAT ARE AUTHORIZED TO PURCHASE FROM THE CONTRACT WHICH WILL BE AWARDED TO THE SUCCESSFUL OFFEROR.***

The internet-based catalog shall provide:

- Coverage maps
- Dedicated customer service contact information
- General customer ordering information
- The quantity and type of equipment order
- User placing the order and when the order was filled
- A link to the catalog will be located within the State of North Dakota web site at <http://www.state.nd.us/csd/spo/term-contracts.html>

## SECTION FOUR GENERAL CONTRACT INFORMATION

### 4.01

#### Contract Term, Extension and Renewal Options

The State intends to enter into a contract with an effective date on contract signing. The State is willing to consider a term of up to three (3) years, with up to three (3) one year contract extensions. The current contract for the voice services will not expire until December of 2006.

### 4.02

#### Contract Type

This contract is a ***Fixed Price with Adjustment*** contract. Price Adjustments will be negotiated at the request of either party. Prices Adjustments will made by execution of a written amendment to this contract and the adjustment will be effective when both parties have signed the amendment, unless otherwise specified in the amendment.

The State must be notified in a timely manner of all price decreases. Requests for price increases must include a copy of the manufacturer's official notice or other evidence that the increase is applicable to all customers.

The contractor will meet with the Contract Administrator not less than once per quarter to conduct a contract and performance review of the contractor. These meetings will be either in-person in Bismarck, or via conference call with not less than two in-person meetings per year. This review will include a review of the State's standard specifications, pricing, delivery performance, customer service and improving operational efficiencies. If necessary, appropriate adjustments to the standard specifications and/or pricing may be negotiated for the new quarter if agreed upon by both parties.

Written requests for price changes in term contracts after the firm price period may be submitted in writing to the State. Any increase will be based on the Offeror/Contractor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the general or industry wide nature of the change that is applicable to all customers. At the option of the State:

(1) the request may be granted, (2) the contract may be cancelled and solicitation may be re-advertised, or (3) continue the contract without change.

The State will accept or reject all such written requests within thirty (30) days of the date of receipt of Offeror request for price increase and receipt of proper written documentation, whichever is later

If price increase is approved, the State will issue an amendment to the contract specifying the date the increase will be effective. Contractor will be required to honor all purchase orders that were dated prior to the effective date of the price increase. All shipments are to be billed at prices in effect at the time of the order, not at the time of the shipment. No price increase shall become effective until approved and an amendment to the contract is issued. Approval of any price increase renews the firm price period.

***WHEN THE STATE REJECTS A REQUEST FOR A PRICE INCREASE, THE OFFEROR/CONTRACTOR WILL BE NOTIFIED SUBSEQUENT TO THE EXPIRATION DATE OF THE CONTRACT.***

#### **4.03**

##### **Sample Terms and Conditions**

Any objections to the contract provisions in Attachment 2 must be set out in the Offeror's proposal.

#### **4.04**

##### **Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

#### **4.05**

##### **Additional Terms and Conditions**

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

#### **4.06**

##### **Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

#### **4.07**

##### **Contract Approval**

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency signs the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

#### **4.08**

##### **Indemnification and Insurance Requirements**

Offerors must review Attachment 2 for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the contract administrator in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful Offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. The Offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

#### **4.09**

##### **Taxes and Taxpayer Identification**

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-2770 or visit its website at [www.ndtaxdepartment.com](http://www.ndtaxdepartment.com) for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law.

#### **4.10**

##### **Purchasing Cards**

The procuring agency may place orders by issuance of a purchase order or may elect to place an order and make payment using a purchasing card. The Contractor will accept a purchasing card without passing the processing fees for the purchase card back to the procuring agency.

#### **4.11**

##### **Contract Funding**

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

#### **4.12**

##### **Payment Terms**

No payment will be made until the purchasing agency approves the invoice.

Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

Prompt Payment Discount Terms offered by the contractor may be taken by the purchasing agency if payment is made within the specified terms.

#### **4.13**

##### **Contract Personnel**

The contract administrator designated by the State must approve any change of the contractor's contract representative named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

#### **4.14**

##### **Right to Inspect Place of Business**

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

#### **4.15**

##### **Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the contract administrator designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the contract administrator determine that corrections or modifications are necessary in order to accomplish its intent; the contract administrator may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

#### **4.16**

##### **Termination for Default**

If the contract administrator designated by the State determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

#### **4.17**

##### **Open Records Laws - Confidentiality**

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

#### **4.18**

##### **Work Product, Equipment, and Material**

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

#### **4.19**

##### **Independent Entity**

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

#### **4.20**

##### **Assignment**

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

#### **4.21**

##### **Disputes - Applicable Law and Venue**

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota. Any action to enforce the contract must be brought in the District Court of Burleigh County, North Dakota.

#### **4.22**

##### **Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or contract administrator designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location will be negotiated between the State and the Offeror.



**SECTION FIVE  
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS CONTRACT IS 100**

**5.01**

**Information Technology Solution**

**Forty Percent (40%)** of the total possible evaluation points will be assigned to this criterion.

Weight **40 Percent**. Maximum Point Value for this Section

100 Points x **40 Percent = 40 Points**

Rating Scale ( <b>40 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-10</b>	Fair. Limited applicability
<b>11-20</b>	Good. Some applicability
<b>21-30</b>	Very Good. Substantial applicability
<b>31-40</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below.

[a] How well does the proposed product and/or services meet the functional requirements? Has the Offeror proposed services that align with the requirements and demonstrate a good understanding of the scope required for this project?

[b] Is the proposed product and/or service compatible with the State's technology standards, and/or will it interface with existing technology if required?

[c] Has the Offeror proposed any value-added functionality, products, services, or upgrades as part of the proposal that demonstrate added value?

[d] How much area does the existing and planned voice coverage within the State cover? What additional advantage to the State does the national voice coverage represent?

[e] What value does the network performance and service levels provide to the State?

[f] How well does the proposed broadband data deployment plan meet the needs of the State?

[g] Has the Offeror proposed sufficient understanding of the detailed billing requirements to meet the State's needs?

[h] How well has the proposal addressed the State's number portability needs?

## 5.02

### Product Support and Customer Service

**Ten (10%)** of the total possible evaluation points will be assigned to this criterion.

Weight **10 Percent**. Maximum Point Value for this Section

100 Points x **10 Percent = 10 Points**

Rating Scale ( <b>10 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-2</b>	Fair. Limited applicability
<b>3-5</b>	Good. Some applicability
<b>6-8</b>	Very Good. Substantial applicability
<b>9-10</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below.

[a] How well has the Offeror described their processes for trouble reporting and requesting additional services? How well does the process meet the States needs?

[b] Evaluate the Offeror's proposed account representation in support of this contract?

[c] How well has the Offeror identified its plan for handling customer inquiries and response time to inquiries?

[d] Has the Offeror proposed any value-added support services, as part of the proposal that demonstrate added value?

[e] Has the Offeror proposed adequate training and on-line catalog capabilities in its proposal?

## 5.03

### Experience, Qualifications, and Financial Strength

**Ten Percent (10%)** of the total possible points will be assigned to this criterion.

Weight **10 Percent**. Maximum Point Value for this Section

100 Points x **10 Percent = 10 Points**

Rating Scale ( <b>10 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-2</b>	Fair. Limited applicability
<b>3-5</b>	Good. Some applicability
<b>6-8</b>	Very Good. Substantial applicability
<b>9-10</b>	Excellent. Total applicability

Proposals will be evaluated against the questions set out below.

[a] How extensive is the applicable education and experience of the personnel designated to work on the project?

[b] Did the required references provide information to verify the satisfactory performance of the vendor?

[c] How well do any subcontractors measure up to the evaluation used for the Offeror?

[d] Does the firm appear to be financially stable?

#### 5.04

##### **Contract Cost**

**Forty Percent (40%)** of the total possible evaluation points will be assigned to cost.

Weight **40 Percent**. Maximum Point Value for this Section

100 Points x **40 Percent = 40 Points**

##### **Converting Cost to Points**

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Lowest Cost Proposal	40 Points
Within 5% of Lowest Cost Proposal	35 Points
Within 10% of Lowest Cost Proposal	30 Points
Within 15% of Lowest Cost Proposal	25 Points
Within 20% of Lowest Cost Proposal	20 Points
Within 25% of Lowest Cost Proposal	15 Points
Within 30% of Lowest Cost Proposal	10 Points
Within 35% of Lowest Cost Proposal	5 Points
40% or more over Lowest Cost Proposal	0 Points

Any prompt payment discounts terms proposed by the Offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost.

#### 5.05

##### **Oral Presentations**

Offerors determined to be reasonably acceptable for award may be required to provide an on-site oral presentation of the proposed solution for the evaluation committee.

If presentations are needed they will be held in Bismarck, ND. The State will schedule a date and time with each of the Offerors if necessary.

Offerors will be responsible for all costs associated with the providing the demonstration.

## **SECTION SIX PROPOSAL FORMAT AND CONTENT**

### **6.01 Proposal Format and Content**

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested. The Offeror's proposal shall include a point by point response for each paragraph in this RFP.

### **6.02 Introduction**

Proposals must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the Offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. The Offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **6.03 Information Technology Solution**

Offerors must provide a comprehensive response to the Information Technology Solution specified in Section 3.03. Responses must be in the same sequence as they appear in Section 3.03. "**Other Statewide Wireless Service**" in Section 3.03.C is the only portion of Section 3.03 that is optional. If an Offeror chooses to answer any one of the sections it must be stated clearly the Offeror's intent and follow the format throughout this entire RFP. Offerors must provide supporting narrative and documentation when required in response to the requirements of this section.

### **6.04 Product Support and Customer Service**

Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 3.04. Responses must be in the same sequence as they appear in Section 3.04. Offerors must provide supporting narrative and documentation when required in response to the product support requirements

### **6.05 Experience and Qualifications**

Offerors must describe the experience of their firm in delivery of wireless services. Additionally, Offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the

project team and personnel. Provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours for each individual named above.

If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Offerors are responsible for all work performed by their subcontractors.

Offerors must provide three reference names and phone numbers for similar projects the Offeror's firm has completed. The State reserves the right to contact any references provided by the Offeror. Offerors are invited to provide letters of reference from previous clients.

## **6.06**

### **Financial Requirements**

- A.** The Offeror shall provide financial information in such a manner that a determination about the stability and financial strength of the organization can be reasonably formulated. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, audited financial statements for the most recent three years, and other information which is relevant to this RFP. A current Dun and Bradstreet Report would fulfill this requirement. An Annual Report can be used as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise.
- B.** Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which may materially affect the viability or stability of the Offeror's organization; or certify that no such condition is known to exist.
- C.** A confidentiality statement may be included if this portion is considered non-public information. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.

## **6.07**

### **Cost Proposal**

The Offerors should use the table format below to enter in the cost data. The Offerors may present additional plans beyond the plans listed for the consideration of the State.

All costs associated with the contract must be stated in U.S. currency and represent the monthly reoccurring rates. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

### Flat Rate Voice and Data Plan Cost

Plan	Base User Cost
Voice Flat Rate	
Low Speed Data Flat Rate	
High Speed Data Flat Rate	

### Bulk Rate Voice Plan Cost

(The Offeror must quote the following plan, but may provide quotes for other bulk rate plans that may be attractive to the State)

Plan	Base Cost	Additional Per Minute Usage Cost Above The Base
Voice Bulk Usage 500,000 Minutes / Month		
Others		

### Traditional Voice Plan Cost

(The Offeror must quote the following plans, but may provide quotes for other plans that may be attractive to the State)

Plan	Base User Cost	Additional Per Minute Usage Cost Above The Base
100 Minutes per month base		
500 Minutes per month base		
1000 Minutes per month base		
1500 Minutes per month base		
Others		

### Phones and Accessories Cost

Manufacture	Product	% Discount Off MSRP (0 to 100 percent)

### **Additional Features (optional)**

(List any additional features, by plan, that the Offeror wants the State to consider, and include the incremental cost per feature)

Plan	Feature	Cost

The Offerors must list any additional service charges would apply such as long distance charges for international calls.

### **6.08**

#### **Required Enclosures**

Offerors must provide all documents, samples, or other information specifically required in this RFP.



## **SECTION SEVEN STANDARD PROPOSAL INFORMATION**

### **7.01**

#### **Authorized Signature**

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

### **7.02**

#### **State Not Responsible for Preparation Costs**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **7.03**

#### **Conflict of Interest**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

### **7.04**

#### **Offeror's Certification**

By signature on the proposal, the Offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any Offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

### **7.05**

#### **Offer Held firm**

Proposals must remain open and valid for at least **120 DAYS** from the deadline specified for submission of proposals. In the event award is not made within **120 DAYS**, the State will send a

written request to all Offerors deemed susceptible for award asking Offerors to hold their price firm for a longer specified period of time.

## **7.06**

### **Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, Offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the Offeror's bid bond or other bid type of bid security, if one was required.

## **7.07**

### **Alternate Proposals**

Offerors may submit alternate proposals for evaluation.

Alternate proposals, including managed services offerings, volume discounts for bundled services, etc. will be considered, only if the required proposal to this RFP is submitted. However, all Offerors should be aware the State reserves the right to reject any alternate proposal for any reason.

## **7.08**

### **Subcontractors**

Subcontractors may be used to perform work under this contract. If the Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the Offeror must provide the following information concerning each prospective subcontractor within **five working days** from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.
- (g) a copy of the Offeror/subcontractor contract verifying the Offeror as the sole responsibility for any and all services under this RFP and financially liable, without exception, to the State for all services contracted by the Offeror under this RFP.

The Offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or contract administrator designated by the State.

## **7.09**

### **Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

## **7.10**

### **Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws**

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the Offeror must be clearly identified, and the Offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

## **7.11**

### **Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with Offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

## **7.12**

### **Right of Rejection**

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If any Offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;

- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be non-responsive, and to reject the proposal of any Offeror determined to be non-responsive. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

### **7.13**

#### **Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with any Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### **7.14**

#### **Discussions and Best and Final Offers**

The State may conduct discussions or request best and final offers with Offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the Offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after the initial evaluation of proposals by the evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

### **7.15**

#### **Preference Laws**

The preference given to a resident North Dakota Offeror will be equal to the preference given or required by the state of the nonresident Offeror. A "resident" North Dakota Offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website:

[http://tpps.das.state.or.us/purchasing/pref-law/reciprocal\\_detail.php](http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php) or contact the North Dakota

State Procurement Office at 701-328-2683.

## **7.16**

### **Contract Negotiation**

After final evaluation, the procurement officer may negotiate with the Offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held in Bismarck at a date and time to be determined.

If contract negotiations are held, the Offeror will be responsible for all cost including its travel and per diem expenses.

## **7.17**

### **Failure to Negotiate**

If the selected Offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the Offeror and the State, after a good faith effort, cannot come to terms,

The State may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

## **7.18**

### **Notice of Intent to Award - Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all Offerors. The Notice of Intent Award will set out the names and addresses of all Offerors and identify the proposal selected for award. The scores and placement of other Offerors will not be part of the Notice of Intent to Award.

The successful Offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful Offeror and the State sign the contract.

## **7.19**

### **Protest and Appeal**

North Dakota law provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract. If an Offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

## **SECTION EIGHT ATTACHMENTS**

### **8.01 Attachments**

1. Evaluation Summary
2. Sample Terms and Conditions
3. Notice of Intent to Award
4. Sample Checklist
5. Tower Site List

**ATTACHMENT 1  
EVALUATION SUMMARY**

Name of RFP:																				
RFP Number																				
Vendor Being Evaluated:																				
Evaluators Names:																				
Date:																				
Technical Evaluation (Maximum <b>60 Points</b> )	Maximum Points by Category	Score																		
1. Information Technology Solution	<b>40</b>																			
2. Product Support and Customer Service	<b>10</b>																			
3. Experience, Qualifications, and Financial Strength	<b>10</b>																			
Cost Evaluation (Maximum <b>40 Points</b> )  1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: <a href="http://www.state.nd.us/csd/spo/resources.html">http://www.state.nd.us/csd/spo/resources.html</a>  Calculated points awarded for price. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 80%;">Lowest Cost Proposal</td> <td style="width: 20%;">40 Points</td> </tr> <tr> <td>Within 5% of Lowest Cost Proposal</td> <td>35 Points</td> </tr> <tr> <td>Within 10% of Lowest Cost Proposal</td> <td>30 Points</td> </tr> <tr> <td>Within 15% of Lowest Cost Proposal</td> <td>25 Points</td> </tr> <tr> <td>Within 20% of Lowest Cost Proposal</td> <td>20 Points</td> </tr> <tr> <td>Within 25% of Lowest Cost Proposal</td> <td>15 Points</td> </tr> <tr> <td>Within 30% of Lowest Cost Proposal</td> <td>10 Points</td> </tr> <tr> <td>Within 35% of Lowest Cost Proposal</td> <td>5 Points</td> </tr> <tr> <td>40% or more over Lowest Cost Proposal</td> <td>0 Points</td> </tr> </table>			Lowest Cost Proposal	40 Points	Within 5% of Lowest Cost Proposal	35 Points	Within 10% of Lowest Cost Proposal	30 Points	Within 15% of Lowest Cost Proposal	25 Points	Within 20% of Lowest Cost Proposal	20 Points	Within 25% of Lowest Cost Proposal	15 Points	Within 30% of Lowest Cost Proposal	10 Points	Within 35% of Lowest Cost Proposal	5 Points	40% or more over Lowest Cost Proposal	0 Points
Lowest Cost Proposal	40 Points																			
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Within 25% of Lowest Cost Proposal	15 Points																			
Within 30% of Lowest Cost Proposal	10 Points																			
Within 35% of Lowest Cost Proposal	5 Points																			
40% or more over Lowest Cost Proposal	0 Points																			
3. Cost	<b>40</b>																			
Total																				



## **ATTACHMENT 2**

### **SAMPLE TERMS AND CONDITIONS**

#### **1. TERMINATION FOR CAUSE**

The STATE by written notice of default to the CONTRACTOR may terminate the whole or any part of this contract:

- 1) If the CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by the STATE; or
- 2) If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of the STATE provided in the above clause related to defaults by the CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **2. FORCE MAJEURE**

CONTRACTOR shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond the CONTRACTOR's reasonable control and the CONTRACTOR gives notice to the STATE immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

#### **3. MODIFICATION**

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

#### **4. SEVERABILITY**

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

#### **5. ASSIGNMENT AND SUBCONTRACTS**

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without the STATE's express written consent. However, the CONTRACTOR may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR shall not have the authority to contract for or incur obligations on behalf of the STATE.

**6. NOTICE**

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

\_\_\_\_\_  
\_\_\_\_\_ or \_\_\_\_\_  
\_\_\_\_\_

**7. APPLICABLE LAW AND VENUE**

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

**8. SPOILIATION – NOTICE OF POTENTIAL CLAIMS**

CONTRACTOR shall promptly notify state of all potential claims which arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the State the opportunity to review and inspect the evidence, including the scene of an accident.

**9. INDEMNIFICATION**

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the contractor or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

**10. INSURANCE**

Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
  - a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
  - b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
  - c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
  - d) a provision that Contractor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the state and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it;
  - e) cross liability/severability of interest for all policies and endorsements;
- 6) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 7) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.

Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

#### **11. ATTORNEY FEES**

In the event a lawsuit is instituted by the STATE to obtain performance due of any kind under this contract, and the STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay the STATE's reasonable attorney fees and costs in connection with the lawsuit.

#### **12. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL**

The STATE does not agree to any form of binding arbitration, mediation, or other forms

of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The STATE does not waive any right to a jury trial.

**13. CONFIDENTIALITY**

CONTRACTOR agrees not to use or disclose any information it receives from the STATE under this contract that the STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the STATE. The STATE agrees not to disclose any information it receives from CONTRACTOR that the CONTRACTOR has previously identified as confidential and which the STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

**14. COMPLIANCE WITH PUBLIC RECORDS LAW**

CONTRACTOR understands that, except for disclosures prohibited in Section 17, the STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records which are obtained or generated by the CONTRACTOR under this contract, except for records that are confidential under Section 17, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact the STATE immediately upon receiving a request for information under the open records law and to comply with the STATE's instructions on how to respond to the request.

**15. WORK PRODUCT, EQUIPMENT AND MATERIALS**

All work product, equipment or materials created or purchased under this contract belong to the STATE and must be delivered to STATE at STATE's request upon termination of this contract. CONTRACTOR agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to STATE all rights and interests CONTRACTOR may have in the materials it prepares under this contract, including any right to derivative use of the material. CONTRACTOR shall execute all necessary documents to enable STATE to protect its rights under this section.

**16. INDEPENDENT ENTITY**

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out the CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

**17. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and

policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including but not limited to sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

**18. STATE AUDIT**

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract.

**19. PREPAYMENT**

The STATE will not make any advance payments before performance by the CONTRACTOR under this contract.

**ATTACHMENT 3**  
**NOTICE OF INTENT TO AWARD**  
**STATE OF NORTH DAKOTA**  
**Information Technology Department**  
**600 E Boulevard Ave, Dept 112**  
**Bismarck, ND 58505-0100**  
**Telephone 701-328-1002**  
**Fax 701-328-3000**

**DATE**

**NOTICE OF INTENT TO AWARD**

Request for Proposal (RFP) STAGEnet Wireless Services RFP Number 112-0504 was issued by the Information Technology Department of the State of North Dakota on August 19, 2005.

The following vendors submitted proposals in response to the RFP:

***LIST NAMES AND ADDRESSES OF ALL OFFERORS THAT SUBMITTED PROPOSALS OR INCLUDE AS AN ATTACHMENT.***

A committee evaluated the proposals based upon the criteria stated in the RFP to select the Offeror that submitted the most advantageous proposal. We announce our intent to award a contract to ***NAME OF SUCCESSFUL OFFEROR.***

The successful Offeror is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

An Offeror may protest this Notice of Intent to Award by submitting a written protest to the procurement officer within seven calendar days after the date of this notice.

On behalf of the Information Technology Department, thank you for your efforts in preparing a proposal in response to this solicitation. We appreciate your interest in doing business with the State of North Dakota, and your company will remain our Offerors list for any future solicitations of a similar nature.

If you have any questions, please feel free to contact me at (701) 328-1002.

Sincerely,

Brandy Peterson

Procurement Officer

## **ATTACHMENT 4**

### **SAMPLE CHECKLIST**

- ☐ Contact the procurement officer with a letter of interest (section 1.12).
- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions (section 1.03 and 1.06).
- ☐ Review the Attachment 2 and state any objections to any of the provisions in the Sample Terms and Conditions prior to the deadline for submission of questions (section 1.03 and 1.06).
- ☐ Become an approved vendor on the State's Offeror's list or verify that the Offeror is already on the list (section 1.07).
- ☐ Provide confirmation of the Offeror's ability to meet the requirements of section 3.03 and 3.04 and the required information.
- ☐ Be sure an individual authorized to bind the Offeror to the provisions of the RFP signs the proposal (section 7.01).
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP (section 7.04).
- ☐ Comply with minimum requirements and supply the required information in section 3.05.
- ☐ Comply with professional licensing requirements, and provide copies of certifications, if required.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Identify all known federal requirements that apply to the proposal, the evaluation, or the contract (section 3.06).
- ☐ Provide the required number of references (section 3.05).
- ☐ Provide a valid Vendor Tax Identification Number (section 4.09).
- ☐ Provide all of the required responses in the section 6.

Provide all documents or materials that must be submitted with the RFP. Identify and label any sections of the proposal you feel contain confidential information.

**ATTACHMENT 5**  
**TOWER SITE LIST**

ID	EASTING	NORTHING	LABEL	ELEV	HEIGHT	DIRECTION	SEC	TOWNSHIP	TDIR	RANGE	F
2	452130.5698	5391656.084	Belcourt	2235	300	2.25 NW	14	160	N	70	N
3	364010.0255	5186787.402	Bismarck	1798	272	CAPITAL BUILDNG	33	139	N	80	N
4	276876.161	5366607.386	Blaisdell	2435	300	5.9 NNE	23	157	N	88	N
5	392461.3475	5423186.669	Bottineau	2440	200	8.25 N	11	163	N	76	N
6	164766.2506	5133671.765	Bowman	3310	300	6.5 NNE	7	132	N	101	N
7	478000.8065	5243397.288	Carrington	2070	200	10.6 SW	26	145	N	68	N
8	617958.2184	5088138.906	Cayuga	1712	300	10.5 SSW	19	129	N	54	N
9	491547.0579	5199400.142	Cleveland	1975	200	5.75 N	15	140	N	67	N
10	224171.6739	5402781.011	Columbus	2535	300	12.25 SSE	6	160	N	93	N
11	405765.2212	5257115.359	Denhoff	2100	200	1.2 SSE	17	146	N	75	N
12	505067.9355	5314576.815	Devils Lake	1735	300	9.33 SW	14	152	N	65	N
14	368335.7305	5297761.726	Dogden	2260	200	4.5 WSW	10	150	N	79	N
15	416685.0106	5205348.675	Driscoll	2090	200	12.5 NNE	30	141	N	74	N
16	658101.1687	5191116.664	Fargo	900	300	3.5 WSW	18	139	N	49	N
18	149429.2836	5418198.647	Fortuna	2320	200	6.25 S	34	162	N	101	N
19	641065.6752	5318570.01	Grand Forks	827	300	4.5 NW	7	152	N	50	N
21	316047.2787	5228696.014	Hannover	2270	300	5.0 N	22	143	N	85	N
23	401672.2847	5131164.897	Linton	1988	180	3.6 NNW	19	133	N	76	N
25	511367.6872	5117816.422	Merricourt	2125	300	4.3 W	32	132	N	65	N
26	574533.3741	5386664.134	Milton	1576	300	2.6 E	3	159	N	57	N
27	327867.769	5338977.273	Minot	1769	300	3.0 SSW	11	154	N	83	N
28	225844.2934	5127623.558	Mott	2859	200	12.5 SW	22	132	N	95	N
29	316138.9052	5184075.001	New Salem	2372	200	4.0 S	9	138	N	85	N
31	323108.745	5131532.75	Raleigh	2460	200	3.0 SSE	19	133	N	84	N
32	308002.7805	5312945.945	Ryder	2180	300	4.5 ENE	33	152	N	85	N
37	675577.2618	5125915.49	Wahpeton	960	122	0.9 W	8	132	N	48	N
38	169542.9584	5338498.032	Williston	2330	300	9.0 ESE	32	154	N	99	N
39	448702.0856	5123257.163	Wishek	2287	200	8.5 W	11	132	N	72	N
17	584187.4449	5268068.161	Finley	1571	200	3.25 NNW	11	147	N	57	N
1	167276.8457	5316120.482	Arnegard	2495	200	7.5 N	11	151	N	100	N
22	207054.1416	5268788.989	Killdeer	3080	200	10.25 NW	34	147	N	96	N
34	209603.107	5357563.073	Tioga	2522	300	6.25 SSE	29	156	N	95	N
20	559730.0236	5241883.435	Hannaford	1495	200	1.5 NW	32	145	N	59	N
13	200873.2161	5182106.525	Dickinson	2916	300	12.0 SSW	34	138	N	97	N
24	626236.071	5260365.499	Mayville	972	85	0.5 S	5	146	N	52	N
33	130643.7092	5202843.295	Sentinel Butte	3421	200	3.5 SSW	6	139	N	104	N
36	584253.1903	5195668.13	Valley City	1532	300	4.5 ESE	29	140	N	57	N
30	579415.0773	5317233.886	Petersburg	1575	200	3.2 ESE	10	152	N	57	N
35	134272.5166	5275605.914	Trotters Creek	2511	60	14.5 N	30	147	N	103	N
40	528969.0996	5416146.689	Wales	1568	78		31	163	N	61	N



# North Dakota Department of Transportation Communication Sites

